STATE OF ILLINOIS  )
COUNTY OF COOK ) SS.
COUNTY OF WILL )

CLERK'S CERTIFICATE

I, PATRICK REA, the duly elected and qualified Village Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois, do hereby certify that attached hereto is a true and correct copy of the Resolution now on file in my office, entitled:

RESOLUTION NO. 2016-R-002

RESOLUTION APROVING A SIDEWALK AND PUBLIC ACCESS AGREEMENT FOR PROPERTY LOCATED AT 16255 S. HARLEM AVENUE (University Medical Center/163rd Property, LLC)

which was adopted by the Board of Trustees of the Village of Tinley Park at a regular meeting held on the 2nd day of February, 2016, at which meeting a quorum was present, and approved by the President of the Village of Tinley Park on the 2nd day of February, 2016.

I further certify that the vote on the question of the adoption of the said Resolution by the Board of Trustees of the Village of Tinley Park was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Tinley Park, and that the result of said vote was as follows, to-wit:

AYES: Maher, Grady, Pannitto, Vandenberg, Younker, Brady

NAYS: None

ABSENT: None

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Tinley Park, this 2nd day of February, 2016.

[Signature]
Village Clerk
RESOLUTION NO. 2016-R-002

RESOLUTION APROVING A SIDEWALK AND PUBLIC ACCESS AGREEMENT FOR PROPERTY LOCATED AT 16255 S. HARLEM AVENUE (University Medical Center/163rd Property, LLC)

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered a Public Sidewalk Easement Agreement for a property located at 16255 S. Harlem Avenue (the “Agreement”), submitted by the property owner, 163rd Properties, for the purposes of creating an area on private property for a public sidewalk. This public sidewalk easement is required because of the substantial grade differences between the front of the private property and the public right of way along Harlem Avenue. The sidewalk can be placed on private property at a location that is more beneficial to pedestrians. An agreement between the property owner and the Village is required so that the public may use the sidewalk, which is located on private property. A true and correct copy of the Agreement is attached hereto and made a part hereof as EXHIBIT 1; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Agreement be approved and accepted.

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of and operative provisions of this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid Agreement be executed by said Village of Tinley Park, substantially in the form attached hereto and made a part hereof as EXHIBIT 1.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Agreement.
Section 4: The Agreement attached hereto as EXHIBIT 1 entitled “Sidewalk and Public Access Agreement” is hereby adopted and approved.

Section 5: This Resolution shall be in full force and effect upon its adoption and approval.

ADOPTED the 2nd day of February, 2016, by the following roll call vote:

AYES: Maher, Grady, Pannitto, Vandenberg, Younker, Brady

NAYS: None

ABSENT: None

APPROVED this 2nd day of February, 2016.

[Signature]
David G. Seaman, President

ATTEST:

[Signature]
Patrick E. Rea, Village Clerk
SIDEWALK AND PUBLIC ACCESS EASEMENT AGREEMENT

This Sidewalk and Public Access Easement Agreement (the “Agreement”) is made as of the “Effective Date” (as that term is defined below) by and between 163rd Property LLC, an Illinois limited liability company (“Owner”), and the Village of Tinley Park, Cook and Will Counties, Illinois, an Illinois Municipal Corporation (“Village”).

RECITALS:

A. Owner is the owner of the property legally described on Exhibit A attached hereto and made a part hereof (the “Property”); and

B. In order to provide for a public sidewalk in accordance with the Village Ordinances, the Owner has agreed that a portion of said sidewalk will be located on its Property; and

C. Owner desires to satisfy the Village’s aforesaid requirement by entering into this Agreement.

D. This Agreement shall be effective upon approval of the Board of Trustees of the Village.

NOW, THEREFORE, in consideration of the above Recitals, which are hereby incorporated herein as material to this Agreement and the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. SIDEWALK AND PUBLIC ACCESS EASEMENT GRANT. Owner hereby grants to the Village, for the use and benefit of the Village and the general public, a nonexclusive sidewalk and public access easement over the portion of the Property legally described on Exhibit A attached hereto and made a part hereof and depicted and described on Exhibit B attached hereto and made a part hereof (“Easement”). The Easement is solely for the purpose of construction and use of a sidewalk for public pedestrian traffic in compliance with Village ordinances applicable thereto from time to time as may be approved or subject to variance with regard to the Property. Owner shall construct the sidewalk at its expense and also pay to the Village upon execution of this Agreement the sum of Five Thousand and 00/100 dollars ($5,000.00) in lieu of the construction of the required accesses from the sidewalk out to the adjacent ROW which construction is being deferred and will be completed by the Village in the future. The Village shall thereafter maintain the sidewalk so constructed at its sole expense, without contribution from the Owner, except that Owner shall be responsible for removing ice and snow from the sidewalk at Owner’s expense as otherwise required, from time to time,
by applicable Village ordinances. Village agrees that Owner shall not be responsible or liable for any costs or charges related to any crosswalk or other improvements or modifications related to use of the Sidewalk constructed in the Easement.

2. **NOTICES.** All notices or communications herein required or that a party hereto desires to give to the other ("notice" or "notices") shall be in writing and sent by (i) registered or certified mail, postage prepaid, return receipt requested, or (ii) nationally recognized overnight courier service that provides a receipt. In either case, notice shall be sent to the following addresses (or such other addresses as the parties may give notice of hereunder):

   **If to Owner:**
   163rd Property LLC
   16255 S. Harlem Avenue
   Tinley Park, IL 60477
   Attn: Jim Troy

   **With a copy to:**
   Piccione, Keeley & Associates, Ltd.
   122 South County Farm Road
   Wheaton, IL 60187
   Attn: Patrick C. Keeley

   **If to the Village:**
   Village of Tinley Park
   Attn: Village Manager
   16250 S. Oak Park Ave.
   Tinley Park, IL 60477

   **With a copy to:**
   Klein, Thorpe and Jenkins, Ltd.
   Attn: Terrence M. Barnicle, Village Attorney
   20 N. Wacker Drive, Suite 1660
   Chicago, IL 60606

   Notices sent by certified mail shall be effective three (3) business days after mailing. Notices sent by courier shall be effective one (1) business day after delivery to the courier services.

3. **GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.

4. **HEADINGS.** Paragraph headings are for convenience only, and in no way define or limit the scope and content of this Agreement or in any way affects its provisions.

5. **MODIFICATION.** This Agreement cannot be changed, modified, waived or discharged except by written agreement signed by the parties hereto.

6. **RECORDING.** This Agreement shall be recorded against the Property in the Office of the Recorder of Deeds of Cook County, Illinois and Owner shall be responsible for the recording fees.

7. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding between the parties concerning the subject matter herein contained. There
are no oral promises, conditions, representations, undertakings or terms of any nature as conditions or inducement to the signing of this Agreement that are in effect.

8. **AUTHORIZATION.** Each of the parties represent and warrant they are duly authorized to enter into this Agreement.

**IN WITNESS WHEREOF,** the parties have caused this Agreement to be executed as of the Effective Date.

**OWNER:**

163rd Property LLC  
By: [Signature]

**VILLAGE:**

[Signature]  
Village of Tinley Park, Illinois  
By: David G. Seaman, Village President

**ATTEST:**

[Signature]  
Patrick Rea, Village Clerk
STATE OF ILLINOIS  
COUNTY OF COOK  

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY that James Troy, personally known to me to be the Manager of 163rd Property LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he is authorized to and has signed and delivered said instrument as his free and voluntary act and the free and voluntary act of 163rd Property LLC for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 10th day of March, 2016.

[Signature]
Notary Public
My commission expires: 05-09-17

STATE OF ILLINOIS  
COUNTY OF COOK  

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY that David G. Seaman, personally known to me to be the President of the Village of Tinley Park, an Illinois municipal corporation, and Patrick E. Rea, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that such Village President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Village Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 2nd day of February, 2016.

[Signature]
Notary Public
My commission expires: 02-14-19
EXHIBIT A

LEGAL DESCRIPTION


PROPERTY ADDRESS:  16255 S. Harlem, Tinley Park, Illinois 60477

PIN:  28-19-100-027-0000
EXHIBIT B

SIDEWALK AND PUBLIC ACCESS EASEMENT EXHIBIT

property address: 16255 S.
Harlem Ave, Tinley Park,
Illinois 60477

FM: 28-19-100-007-0030

S. Harlem Avenue (IL Rt. 43)

70.0'

70.0'

SIDEWALK AND PUBLIC ACCESS EASEMENT

163rd Street

EASEMENT DESCRIPTION

the west 7 feet of the south 307.12 feet of the east
513.13 feet of the west 583.13 feet of the west 1/2 of
the northwest 1/4 of section 19, township 36 north,
range 13 east of the third principal meridian, lying
northerly of the northerly line of 163rd street and
northerly and westerly of the northerly and westerly
lines of centennial drive, in cook county, illinois.